

6307-a
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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF AGREEMENT

WHEREAS, GREENVILLE STEEL CAR COMPANY, a Pennsylvania Corporation (hereinafter referred to as "Borrower") is or may hereafter become indebted to MANUFACTURERS NATIONAL BANK OF DETROIT, of Detroit, Michigan (hereinafter referred to as "Bank"),

NOW, THEREFORE, said Borrower hereby assigns and transfers to Bank all monies receivable under and pursuant to that certain Agreement dated as of August 15, 1971, by and between Borrower and Southern Railway Company, a Virginia corporation (hereinafter called the "Contract") as security for the payment of the following indebtedness:

Promissory Note dated November 29, 1971
executed by Borrower to Bank in the original
amount of \$2,000,000.00.

and all renewals or extensions thereof and interest thereon and in addition thereto, and all future liabilities, absolute or contingent, several or otherwise, of Borrower to Bank, whether Bank shall be an original or subsequent party thereto.

Borrower warrants that notwithstanding this assignment, he will do and perform all things necessary under and pursuant to the Contract required to be performed by Borrower.

Bank, in event of default, shall have full right and power in its name or otherwise, to collect such amounts by demand, suit, or otherwise, at any time, to endorse in the name of Borrower any checks payable to Borrower which Bank receives in connection with any amounts assigned under and pursuant to the Contract by this instrument. When Bank shall have realized all sums then secured hereby, principal and interest and all costs and expenses incurred in such collection, any surplus shall be paid to Borrower.

If any payment be made directly to Borrower, Borrower agrees to hold these funds in trust to be paid to Bank within 48 hours. Borrower agrees to give Bank access to his books at any time and to turn over to Bank all papers and records which it may require for the purpose of enforcing the collection of the amounts assigned hereby. Bank shall have full right to receipt for payment of monies, to settle, adjust and compromise all present and future claims arising out of the Contract. This assignment and the effect thereof shall in all respects be governed by Michigan Law.

WITNESS the due execution hereof this 22nd day of
November, 1971.

ATTEST:

GREENVILLE STEEL CAR COMPANY

By: W. J. [Signature]
Assistant Secretary

By: D. F. Lewis

Its: Vice President

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Mercer) SS.

On this 22nd day of November, 1971, before me, personally appeared D. F. Lewis, to me personally known, who, being by me duly sworn, says that he is Vice President of GREENVILLE STEEL CAR COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

Leora Smith
Notary Public

My commission expires: My Commission Expires